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March 23, 2009

TO: Each Health Deputy

FROM: Jonathan E. Fielding, M.D., M.P.H. *JEF*
Director and Health Officer

SUBJECT: **NOTICE TO TERMINATE AND DECLINE TO CONTRACT WITH SIX
DRUG/MEDI-CAL AGENCIES**

This is to inform you of the Department of Public Health's (DPH) Alcohol and Drug Program Administration's (ADPA) intent to terminate and decline to contract with six Drug/Medi-Cal (DMC) agencies. On November 5, 2008, the Board of Supervisors delegated the authority to the Director of DPH, or his designee, to decline to contract with agencies for DMC program services and to terminate Agreements with other State certified providers contracted with DPH, following County Counsel review and approval, and notification to the Board and the Chief Executive Office (CEO). The Board's approval also required DPH to fully disclose to County Counsel, the Board offices, and the CEO the reason for such declination or termination. This memorandum serves to notify the Board offices and the CEO, and disclose the reasons for the declination and termination.

Attached is a list of deficiencies found during the course of investigating the agencies. The investigations were conducted in response to an anonymous complaint that these agencies were "doing business fraudulently and billing for treatment that is not provided to clients." During ADPA's investigations, serious problems were uncovered, as described in the attached summary.

California State Health and Safety Code Section 11758.43 requires the State Department of Alcohol and Drug Programs (SDADP) to contract directly with State-certified DMC providers when the County declines to contract with the provider. However, before it can do so, SDADP requires that the County Board of Supervisors inform SDADP in writing of its intent to not contract with the provider. The notification to SDADP has likewise been delegated to the Director of DPH or his designee.

If you have any questions or need additional information, please let me know.

JEF:dhd

Attachment

c: Jonathan E. Freedman
Sheila Shima
Richard Mason
Doraine Meyer
Tami Omoto-Frias
John Viernes, Jr.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

Deficiencies and Contractual/Regulatory Requirements
Related to Drug/Medi-Cal AgreementsCP Professional Education & Counseling Services

A. Cooperation During Audits and Investigations

Alcohol and Drug Program Administration (ADPA) Actions/Findings:

On December 1, 2008, Alcohol and Drug Program Administration (ADPA) Contract Program Auditors (CPAs) asked agency staff for access to charts, sign-in sheets, and time cards. They were told that only the agency's Executive Director could get them as they are locked in her office. After waiting for three hours, ADPA CPAs were told that the Executive Director was out of town.

On Tuesday December 2, 2008, ADPA staff were in the premises for about an hour and were told that the Executive Director was "snowed in on the East Coast." Over a period of two days, the agency failed to comply with lawful requests made by County representatives in the performance of their duties during an investigation.

The agency was unable to provide a single document when asked for client records. When agency staff was asked about the large client roster [79 Outpatient Drug Free (ODF) clients in October, 2008] and lack of clients on the premises (six people, three of whom have not been assessed), agency staff indicated that ten ODF clients and 16 Day Care Habilitative (DCH) clients were discharged on October 30, 2008.

It should be noted that inability to access the agency's records was documented by previous ADPA audits.

County Contract Requirement(s):

ADPA found the agency in violation of the County's contract. Specifically, Paragraph H, ADDITIONAL PROVISIONS, DEPARTMENT OF PUBLIC HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATION, ALCOHOL AND DRUG SERVICES AGREEMENT, *COOPERATION DURING AUDITS AND INVESTIGATIONS*, states, "Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives. In the event Contractor fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s)."

B. Documentation

ADPA Actions/Findings:

On December 1, 2008, ADPA staff also requested a schedule of group counseling sessions, but none was provided. No other documentation indicating that the agency provided service activities as contracted was made available to ADPA staff upon request.

A total of 11 people, identified as ODF clients, were accounted for during the two-day site visit, none of whom had charts available for review. However, in its billing for October 2008, the agency reported a total of 50 ODF clients were provided with treatment services on October 6, 2008. When interviewed, three of the people said they had never attended a group counseling session at CP Professional. One said he came to the agency three times the week before because he was told he would be given \$10 each time he came. Three of these persons stated they had never been assessed prior to attending group sessions. There was no way to verify if those who attended group sessions had charts, since the agency would not make any records available to ADPA staff. The agency was unable to provide a single document when asked for client records.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14 (A), *ADDITIONAL PROVISIONS, RECORDS AND AUDITS, DOCUMENTATION* states, "Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records..."

C. Duration of Group Counseling Session

ADPA Actions/Findings:

Of the three group counseling sessions held on December 1, 2008, one group had two attendees; the second lasted for sixty minutes; and the third group lasted for 45 minutes.

During the second group session, the counselor kept her cell phone on during the entire group session. The group room is a chapel, complete with pulpit, religious literature, pews and red carpet. A fifth person attended the group, joining the four men who were at the agency when ADPA staff arrived.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 5, *OUTPATIENT DRUG FREE SERVICES (FEDERAL DRUG/MEDI-CAL) Exhibit, REIMBURSEMENT*, states "A 'group session' is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals."

D. Conclusion

Contractor did not make available the documentation and records requested by the ADPA CPAs during the two-day investigation. The client interviews conducted and group counseling session observed indicate questionable agency practices. Based on these findings, CP Professional Education & Counseling Services is in violation of its contractual requirements, and its County agreement is recommended for termination.

Immaculate Care Center, Inc.

A. Duration of Group Counseling Session

ADPA Actions/Findings:

ADPA CPAs reviewed group sign-in sheets for November and October 2008, which indicated a range of 20-27 clients provided with treatment. The calendar of

group counseling sessions posted on the agency's wall stated three (3) ninety-minute groups were scheduled for Fridays. However, on Friday, November 21, 2008, a group session was conducted from 9:50 a.m. until 10:30 a.m., in which only seven of the eight attendees agreed to sign in. A second group session was conducted from 10:30 a.m. to 11:07 a.m. Of the five attendees, one remained in the group for three minutes, and another did not have evidence of being enrolled in the program (no chart was available). This reduced the group size to three participants. The afternoon group session did not occur. When asked, agency staff indicated the drivers were picking up the clients, but the session was later canceled.

The counselor was advised that due to the above observed findings, the agency could not submit billing for services provided on November 21, 2008. Nevertheless, a review of the November billing submitted by the agency shows that they billed for services provided to ten clients on November 21, 2008. In addition, six of the 10 clients for whom the agency billed were not present at the agency on November 21, 2008 as evidenced by the sign in sheets collected by the ADPA CPAs.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 5, DRUG/MEDICAL OUTPATIENT DRUG FREE SERVICES) Exhibit, *REIMBURSEMENT*, states "A 'group session' is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals."

B. Personnel Records

ADPA Actions/Findings:

The agency did not have time cards for the Executive Director.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14(C)(4), ADDITIONAL PROVISIONS, *FINANCIAL RECORDS*, states Contractor shall maintain "Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel...This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director."

C. Unsigned Treatment Plans

ADPA Actions/Findings:

On December 12, 2008, ADPA CPAs found that four client charts contained treatment plans that were not signed by the physician. The primary counselor and/or client signed the treatment plans on October 7, 8 and 14.

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h) (iii) (b), Title 22, CALIFORNIA CODE OF REGULATIONS, states, "Within fifteen (15) calendar days of signature by the counselor, the physician shall review, approve, and sign all updated treatment plans..."

D. Conclusion

The agency submitted billings for counseling sessions after being warned not to do so. The physician signature on treatment plans and time records were also missing. Based on these findings, Immaculate Care Center, Inc. is in violation of its contractual and Title 22 requirements, and its County Agreement is recommended for termination.

New Hope Health Services, Incorporated

A. Documentation – Group Counseling

ADPA Actions/Findings:

ADPA CPAs found that the contractor's facility contains only one room in which to conduct group counseling sessions. The room is approximately 9 feet by 12 feet, and has a maximum capacity of ten people. However, the starting and ending times on ODF group counseling session sign-in sheets for October 2008 indicated that on nine occasions, two groups with different counselors and topics occurred at overlapping times. In ten instances, the starting and ending times on DCH group sign-in sheets for October 2008 indicated that groups had been conducted with different counselors and topics in the same room at overlapping times.

In addition, on three occasions, the starting and ending times for group counseling session sign-in sheets for October 2008 indicated that DCH group occurred at overlapping times with some ODF counseling sessions.

The abovementioned findings were also noted in the sign-sheets for November and December 2008.

County Contract Requirements:

ADPA found the agency in violation of the County contract. Paragraph 14 (A), *ADDITIONAL PROVISIONS, RECORDS AND AUDITS, Documentation* states, "Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records..." Paragraph 5, *DRUG MEDICAL OUTPATIENT DRUG FREE SERVICES AGREEMENT, REIMBURSEMENT*, states, "County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (...provisional service rate per client attending a group session) ...A 'group session' is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (individuals)."

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (g) (2) & (3), Title 22, *CALIFORNIA CODE OF REGULATIONS*, states, "...the provider shall: (2) Maintain group counseling sign-in sheets which indicate the date and duration of the session; (3) Provide services; and (4) Submit claims for reimbursement and maintain documentation..."

B. Documentation – Sign-in Sheets

ADPA Actions/Findings:

ADPA CPAs found seventeen (17) DCH group sign-in sheets and thirty-five (35) ODF group sign-in sheets for the month of October 2008 that did not contain starting and ending times, topics, and/or counselor's signatures.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 9, DRUG MEDICAL OUTPATIENT DRUG FREE AND DAY CARE HABILITATIVE SERVICES Exhibit, *SPECIFIC SERVICES TO BE PROVIDED*, states, "Contractor shall maintain group counseling sign-in sheets, which contain the following information: the date, start and ending time, topic discussed, certified location, printed and signed names of participants and signature of the staff conducting the session. Sign-in sheets shall contain each client's original signature."

C. Documentation – Treatment Plans

ADPA Actions/Findings:

ADPA CPAs found blank treatment plans pre-signed by a client.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 9, DRUG MEDICAL OUTPATIENT DRUG FREE SERVICES Exhibit, *SPECIFIC SERVICES TO BE PROVIDED*, states, "Initial treatment plans shall be completed, signed, and dated by the counselor within thirty (30) calendar days of admission to treatment. The physician shall review, approve, sign, and date the plan within fifteen (15) calendar days of signature by the counselor's signature. Treatment plans shall include the signature and date of signature on the following: client, primary counselor, reviewer (supervisor), and physician. Treatment plans shall also include documentation of coordination with referral source, if applicable."

D. Conclusion

Pre-signed treatment plans, incomplete documentation, and lack of documentation for services allegedly provided indicate improper agency practices. Based on these findings, New Hope Health Services, Incorporated is in violation of its contractual and Title 22 requirements, and its County agreement is recommended for termination.

Outreach Health Services, Inc.

A. Documentation – Client Charts

ADPA Actions/Findings:

ADPA CPAs documented a total of 11 ODF clients with active charts over a period of three days. One ODF group was in session each day during the ADPA staff visit. On December 4, 2008, seven people signed in – two had charts which the agency could provide. On December 5, 2008, six people signed in – four had charts which the agency could provide. On December 9, 2008, ten people signed in – five had charts which the agency could provide.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14 (A), ADDITIONAL PROVISIONS, *RECORDS AND AUDITS, Documentation* states, "Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records..."

B. Group Counseling Size

ADPA Actions/Findings:

ADPA CPAs found that the group counseling session held on December 4, 2008 (referred to above) had only two active clients, and there were no charts for the other five attendees.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 5, DRUG/MEDICAL OUTPATIENT DRUG FREE SERVICES Exhibit, *REIMBURSEMENT*, states "A 'group session' is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals."

C. Documentation - Group Counseling Schedule

ADPA Actions/Findings:

A schedule provided to ADPA CPAs by the agency on December 4, 2008 indicated that between four and six ODF groups were done daily. Only one group was actually done per day during the three days of the investigation. This finding was cited in a monitoring reported dated July 25, 2008

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14(A), ADDITIONAL PROVISIONS, *RECORDS AND AUDITS, Documentation* states, "Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records..."

D. Documentation – Client Chart

ADPA Actions/Findings:

ADPA CPAs reviewed a client chart on December 4, 2008. They were told by agency staff that the client was discharged on August 31, 2008. On December 5, ADPA staff saw a CLIENT DISCHARGE SUMMARY in that client's chart which listed "Date of last drug use: 12-7-08," which was two days from the date of review. The client was listed as discharged three months earlier. This same client was seen by ADPA auditors when ADPA auditors visited Roy's National Health Service on December 8, 2008. A comparison of group sign-in sheets from Outreach Health Services and Roy's National Health Services revealed that the same client was signed in at the two programs at the same time (10:30 a.m. to 12:00 noon) on December 4 and 5.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14(A), ADDITIONAL PROVISIONS, *RECORDS AND AUDITS, Documentation* states, "Contractor shall document the delivery of all specific services identified in the

Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records...”

It should be noted that this same finding was cited in a monitoring report dated July 25, 2008. The agency billed for group sessions for clients on April 7 and 14, 2008, but there were no notes in the charts and no sign-in sheets were available. The agency also billed for a group session on April 22, 2008 for a client whose progress note was not signed by the counselor. The agency also billed for a group session on April 28, 2008, but there was no sign-in sheet and no note in the clients; chart. The agency billed for a group on April 21, 2008, but there was no note in the chart.

E. HIPAA Compliance

ADPA Actions/Findings:

The group room that was used is kept open. Anyone entering the building can hear what was being said. Clients leave and return at will. The agency was advised to keep it closed on December 4, 2008. It was open on December 5 and December 9, 2008.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 52, ADDITIONAL PROVISIONS, ALCOHOL AND DRUG PROGRAM ADMINISTRATION, *COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996*, which states, “Contractor understands and agrees that, as a provider of medical treatment services, it is a ‘covered entity’ under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally...”

F. Conclusion

Incomplete documentation; lack of documentation for services allegedly provided; and violation of the confidentiality, privacy, and security of patients’ medical information are considered gross agency violations. Based on these findings, Outreach Health Services, Incorporated is in violation of its contractual requirements, and its County Agreement is recommended for termination.

Roy’s National Health Services, Inc.

A. Documentation - Group Counseling Schedule

ADPA Actions/Findings:

ADPA CPAs arrived at the program on Wednesday, November 26, 2008, and asked the Executive Director for a list of groups but one could not be provided. Minutes later, a handwritten schedule was produced, which listed two ODF groups, from Monday to Friday. These groups were to be held from 10:30 a.m. to 12:00 noon and from 1:30 p.m. to 3:00 p.m.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14 (A), ADDITIONAL PROVISIONS, *Documentation*, states, “Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall

include daily and monthly reports of individual staff activities, records of specific service activities, and other records...”

B. Documentation – Progress Notes

ADPA Actions/Findings:

At 10:30 a.m. on November 26, 2008, ADPA CPAs reviewed DCH charts. Fourteen had progress notes written and signed for groups that were dated “11/26/08, 4:00 – 7:00 p.m.” These notes were in client charts five and a half hours before the groups were supposed to begin.

The November 25, 2008 group progress note for several clients merely stated, “Client participated.” A progress note indicated that one client attended a group on Thanksgiving Day, November 27, 2008. The agency was closed.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14 (A), ADDITIONAL PROVISIONS, *Documentation*, states, “Contractor shall document the delivery of all specific services identified in the Agreement.”

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h) (3) (A) (i), Title 22, CALIFORNIA CODE OF REGULATIONS, states, “Progress notes are individual narrative summaries and shall include: A description of the beneficiary’s progress on the treatment plan, problems, goals, action steps, objectives and/or referral...”

C. Documentation – Group Counseling

ADPA Actions/Findings:

ADPA CPAs conducted a facility review and noted that the agency has two rooms available to conduct group counseling sessions, indicating that only a maximum of two groups can be conducted at any one time. The group counseling sign-in sheets indicated that on October 1, 3, 6, 8, 10, 13, 15, 22, 24, 27, and 31, 2008, more than two groups were being conducted at concurrent and/or overlapping times. When asked, agency staff reported that, on several occasions, groups were being conducted simultaneously and that the same counselor was providing services to different groups at the same time.

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (g) (2) & (3), Title 22, CALIFORNIA CODE OF REGULATIONS, states, “...the provider shall: (2) Maintain group counseling sign-in sheets which indicate the date and duration of the session; (3) Provide services; and (4) Submit claims for reimbursement and maintain documentation...”

D. Documentation – Treatment Plans

ADPA Actions/Findings:

ADPA CPAs found the initial treatment plans of several ODF clients to be entirely blank except for their signatures. In addition to having insufficient treatment plans, the agency demonstrated a pattern of having clients sign blank documents.

Updated treatment plans, while signed by the counselor, were not signed by the physician within the prescribed time frame.

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h)(2)(A), Title 22, CALIFORNIA CODE OF REGULATIONS, states, "...the provider shall prepare an individualized treatment plan, based upon the information obtained in the intake and assessment process."

Section 51341.1 (h) (iii) (b), Title 22, CALIFORNIA CODE OF REGULATIONS, states, "Within fifteen (15) calendar days of signature by the counselor, the physician shall review, approve, and sign all updated treatment plans."

E. Conclusion

Pre-signed treatment plans, incomplete documentation, and lack of documentation for services allegedly provided indicate improper agency practices. Based on these findings, Roy's National Health Services, Inc. is in violation of its contractual requirements, and its County Agreement is recommended for termination.

The Center for Hope, Inc.

A. Documentation

ADPA Actions/Findings:

ADPA CPAs found many of the client charts did not contain progress notes to support group sessions were provided in October 2008. The client charts also did not contain progress notes to support that individual counseling sessions were provided. The number of client charts found without progress notes was a cause for alarm.

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h)(3)(A), Title 22, CALIFORNIA CODE OF REGULATIONS, states, "...the counselor shall record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual narrative summaries and shall include... information on a beneficiary's attendance including the date (month, day, year) and duration in minutes of individual or group counseling sessions."

B. Documentation – Six-Month Justification

ADPA Actions/Findings:

ADPA CPAs found that the required six-month justification for treatment extensions for many clients were not completed and placed in the client charts within the prescribed time frame. The number of clients for whom no justification for extension was documented was a cause for alarm.

Title 22 Requirement:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h) (5) (A) (i), Title 22, CALIFORNIA CODE OF REGULATIONS states, "...Continuing services shall be justified...no sooner than five (5) months and no later than six (6) months from the ...date of completion of the most recent justification..."

C. Employee Time Sheets

ADPA Actions/Findings:

ADPA CPAs found that many employee time sheets did not contain a place for staff and supervisor signatures, pay periods, agency name or address.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 14.C (4), ADDITIONAL PROVISIONS, ALCOHOL AND DRUG SERVICES AGREEMENT, *RECORDS AND AUDITS*, states, "...Personnel records which account for the percentage of time worked on each mode of service and total work time the ADPA approved Contractor's personnel... in providing alcohol and drug services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement."

D. Transportation

ADPA Actions/Findings:

ADPA CPAs found that the driver who was responsible for picking up clients for groups sessions and dropping clients off at home does not have a valid driver's license. His driver's license was suspended due for driving under the influence.

Requirement:

ADPA found the agency in violation of the California law. Section 13102, Department of Motor Vehicle Code, states "...When used in reference to a driver's license, 'suspension' means that the person's privilege to drive a motor vehicle is temporarily withdrawn."

E. State Certification

ADPA Actions/Findings:

The Executive Director could not provide ADPA staff with a copy of their State certification for the following location: 5012 South La Brea Avenue, Suite 5, Los Angeles, California 90056. When asked if program services were being conducted at this location, she stated they were not. However, when a counselor was interviewed and asked if any groups were conducted in that location, she indicated they were. The Executive Director was informed by ADPA staff that she could not conduct any program services at the above location until it is certified. She was also notified that if any Drug Medi-Cal services were conducted there, billing will be disallowed and funding would be recouped for services conducted.

Requirement:

ADPA found the agency in violation of the County contract. Section I, Drug/Medi-Cal Certification Standards for Substance Abuse Clinics states, "Substance abuse clinics and their satellite sites wishing to participate in the Drug/Medi-Cal Program shall be required to be certified by the California Department of Alcohol and Drug Programs (ADP)."

F. Documentation

ADPA Actions/Findings:

ADPA CPAs determined that out of the thirty-eight (38) client sample charts examined, four hundred and twenty-nine (429) units of service were discrepant. In several client files, there was no documentation of a six-month justification extensions or progress notes documented for individuals and group sessions on days the agency billed. Also during the initial site visit, a group session scheduled at 9:30 a.m. did not begin until 10:30 a.m. and ended at 11:22 a.m., lasting only fifty-two (52) minutes. The Executive Director was told that she could not bill for those group sessions. During the session, the clients were observed using profanity and leaving and entering the room at will. This behavior was addressed with the counselors, the Executive Director, and the program director.

County Contract Requirement:

ADPA found the agency in violation of the County contract. Paragraph 5, DRUG/MEDICAL OUTPATIENT DRUG FREE SERVICES Exhibit, *REIMBURSEMENT*, states "A 'group session' is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals."

Title 22 Requirements:

ADPA found the agency in violation of the California regulations. Section 51341.1 (h) (5) (A) (i), Title 22, CALIFORNIA CODE OF REGULATIONS states, "...Continuing services shall be justified...no sooner than five (5) months and no later than six (6) months from the ...date of completion of the most recent justification..."

Title 22, Section 51341.1 (h) (3) (A) (i), California Code of Regulations states, "Progress notes are individual narrative summaries and shall include: A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives and/or referral..."

G. Conclusion

Incomplete documentation and lack of documentation for services allegedly provided indicate improper agency practices. Agency also may be providing services at an uncertified location. Based on these findings, The Center for Hope, Inc. is in violation of its contractual requirements, and its County Agreement is recommended for termination.

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